

Collective Bargaining Agreement

Effective

December 1, 2008

To

November 30, 2011

AGREEMENT

between

LOCAL 99, IUOE

and

CTSI/EMCOR GOVERNMENT

SERVICES, INC.

for

**GODDARD SPACE FLIGHT CENTER
GREENBELT, MARYLAND**

**DECEMBER 1, 2008
to
NOVEMBER 30, 2011**

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AGREEMENT

This Agreement is by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Greater Washington Central Labor Council, AFL-CIO and the Maryland State and District of Columbia AFL-CIO, party of the first part (hereinafter referred to as the Union) and

Capital Technology Services, Inc. (CTSI)/EMCOR Government Services, Inc.

Employer at Goddard Space Flight Center, Greenbelt, MD party of the second part (hereinafter referred to as the "Employer" or "Company").

The Employer and the Union hereby agree to be bound by the terms and conditions set forth hereinafter.

For the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and Employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Recognition: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its full-time and regular part-time employees as identified in Exhibit "A" of this Agreement, ~~employed at the Goddard Space Flight Center, Greenbelt, MD, excluding~~ clerical employees and supervisors as defined by the National Labor Relations Act.

Section 1.2. Jurisdiction: All employees in positions under the classifications as set forth in Exhibit A of this Agreement and excluding all other employees.

Section 1.3. Union Membership: In accordance with the provisions of the Labor-Management Relations Act 1947, all employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement, as hereinafter set forth, or within thirty (30) days after their employment during the term of this Agreement become members of the Union and retain such membership during the period of this Agreement.

Section 1.4. Good Standing: Subject to the provisions of the Act, the Employer shall on but not before, the tenth (10th) working day, from receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding

paragraph. The Union agrees to hold the Company harmless from any and all liability and damages arising from any action or claim brought by an employee as a result of the Company's discharge of any employee pursuant to the Union's instruction. Such guarantee against liability shall include attorney's fees and expenses, provided, however, that the Union may elect to designate its own counsel to defend the Company's conduct with respect to such discharge.

Section 1.5. Scope of Work: Work performed by bargaining unit employees shall be defined as follows: Facility operations, maintenance, repair work and work reception functions assigned to the Employer under their contract with the National Aeronautics and Space Administration at GSFC in Greenbelt, Maryland. It is further understood that, consistent with the Employer's right to subcontract, the following functions are subcontracted and not within this scope of work: snow removal (except for limited personnel for snow removal as determined by the Employer), overhead doors, fire extinguishers (except for the inspection of such equipment), suppression systems, elevators, uninterrupted power supply and EMCS system.

It is further agreed that any repairs or maintenance which, in the opinion of the Employer's Project Manager, are beyond the scope of the employees covered herein to perform, are exempted from said jurisdiction.

The Union agrees that its members employed by CTSI and/or EGS will perform any and all duties required under the terms of the contract for maintenance and operation of the Goddard Space Flight Center.

Section 1.6. Non-discrimination: Should the Employer apply to the Union business office for new employees, the Union agrees that it will make every effort to furnish competent persons without discrimination because of race, color, religion, age, sex, national origin, disability/handicap, pregnancy status, marital status, veterans status or membership or non-membership in the Union. Provided, however, that it is understood that the Employer need not contact the Union for any referral and that any decision to hire is solely vested with the Employer.

Non-bargaining unit personnel shall be permitted to perform the above work in emergency situations or to train employees. Non-bargaining unit personnel may man and operate the utility control consoles located in Buildings 3 and 24.

Section 1.7. Union Access: The Union's Business Manager or Business Representative shall be permitted access to the property in order to meet with employees or management contingent upon the following conditions: (a) the

meeting must be scheduled in advance and access must be approved by the Project Manager; (b) any and all access to Goddard Space Flight Center shall be subject to Federal Security Requirements; (c) there shall be no interference and/or interruption of business operations as a result of such visit; (d) such visit shall be before or after a regular shift unless the Project Manager agrees that such meeting may take place on Company time. The granting of access by the Project Manager shall not be unreasonably denied.

Section 1.8. Seniority List: The Employer agrees to provide to the Union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees.

The Employer further agrees to provide a list of all newly hired employees each month to the Union with their date of hire.

Section 1.9. Shop Stewards: The Employer agrees to recognize a maximum number of three (3) Shop Stewards, one of whom shall be designated as the Chief Steward. The Chief Steward, after consultation with the Business Manager or Business Representative of Local 99, shall assign the duties of the shops represented by the other stewards.

Investigation of grievances shall be conducted during non-working time. In cases where investigation cannot be conducted outside of working hours, the Steward may investigate the grievance on working time if the Employer permits it at its discretion. Each steward shall be the last laid off from within their wage classification as identified on Exhibit A.

ARTICLE II WAGES, HOURS AND OVERTIME

Section 2.1. Wages: The wages shall be as shown in Exhibit "A" attached hereto and made a part of this Agreement. All wages are to be paid bi-weekly (twenty-six pay periods per year). It is understood that in cases of emergencies or where there are shortages of manpower, the employer may temporarily assign bargaining unit personnel to other classifications. In such cases, there shall be no loss of pay.

Section 2.2. Shift Differential: The Employer shall determine the number of shifts and the number of employees on each shift. All regularly scheduled hours worked between 3:30 PM and 11:30 PM (or any variation of the second shift) shall receive a shift differential of eighty cents (80¢) per hour above the normal wage rate for each hour paid effective December 1, 2008 and ninety cents (90¢) per hour above the normal wage rate for each hour paid effective

December 1, 2009. All regularly scheduled hours worked between 11:30 PM and 7:30 AM (or any variation of the third shift) shall receive a shift differential of one dollar (\$1.00) per hour above the normal wage rate for each hour paid effective December 1, 2008 and one dollar ten cents (\$1.10) per hour above the normal wage rate for each hour paid effective December 1, 2009.

Section 2.3. Workweek: The regular workweek for payroll purposes shall commence at 0:01 a.m. Sunday (CTSI) or Saturday (EGS) and shall end at 12:00 midnight the following Saturday (CTSI) or Friday (EGS). The regularly scheduled workweek for full time employees shall consist of five (5), eight (8) hour days with a thirty minute unpaid lunch. Provided, however, that Mission Support Group and Console Building Engineers shall have no specified lunch period but shall be expected to perform their duties throughout their shift as the need arises. It is understood that they may break for lunch during their shift for a short period of time when their work permits. Employees may be assigned to work a "swing shift" which includes different starting and ending hours of work in the same workweek in Mission Support and Console Operations. No employee working a swing shift shall be required to work less than eight (8) hours in any scheduled shift. All time worked in excess of forty (40) hours in one (1) week shall constitute overtime and shall be compensated at one and one-half (1½) times the basic rate unless otherwise stipulated elsewhere in this Agreement. Hours paid while on jury duty, vacation and holiday shall count towards the computation of overtime. Hours paid while on sick leave or funeral leave shall not count towards the computation of overtime. No employee shall be scheduled off during his/her regular work schedule in the same pay period to avoid overtime pay.

Section 2.4. Days Off: Each employee shall have two (2) consecutive days off during any seven-day period unless the employee requests split days off and such a request is consistent with efficient operations as defined by the Employer. It is recognized that days off may change as shifts change. Should an employee be required to work on one of her/his assigned days off, he/she shall be compensated at the overtime rate of one and one-half (1½) times the base rate. Should an employee be required to work both of his/her assigned days off in the same seven day period, he /she shall be compensated at the overtime rate of two (2) times the basic rate for the second assigned day off. There will be no pyramiding of overtime. No employee shall receive overtime unless authorized by the Employer.

Section 2.5. Call Back: In the event an employee is called back to work for any reason (other than negligence on his/her part) after having completed her/his regular shift, he/she shall receive not less than four (4) hours pay for same. An employee shall not be deemed to have been called back under the provisions of this section unless he/she had punched out his/her time card

and physically departed the premises.

Section 2.6. Work Schedule Posting: The hours for each shift shall be established by the Employer and shall be posted. Should these hours require changes as determined by the Employer, the Union and the employees affected shall be given seven (7) days advance notice of any change. It is understood that the Employer may vary the schedule in the event that an emergency arises requiring that the particular employees remain on or return to the premises at a time other than their posted work schedule. No employee shall be assigned to another jobsite outside of the Goddard Space Flight Center without approval of the affected employee and at least seven (7) days advance notice.

Section 2.7. Mission Support Group Premium: In addition to Shift Differential pay described in Section 2.2 of this Agreement, employees working in Mission Support who have met the special certification and security clearance that is required by Goddard to work in the area of Mission Support will receive a premium of an additional seventy-five cents (\$0.75) per hour.

Section 2.8. Inclement Weather: Should the Government shut down the normal facility operation due to weather emergency reasons, (otherwise known as "Code Red" conditions) or other emergency reasons, employees who are specifically required to continue to work or who have been called into work will be compensated at two times (2x) their normal straight time rate for all hours worked during the "Code Red" regardless of meeting the conditions for overtime pay pursuant to Section 2.3. of this Agreement. Employees scheduled to work who do report to work shall be compensated at time and a half the employee's regular rate of pay. Employees other than those identified above, shall not be required to report to the worksite and in addition, shall be paid for their scheduled hours of work at the normal rate of pay during "Code Red" conditions.

Should Employees be called back to work or be required to stay at work to support an inclement weather event other than "Code Red", they shall be paid one and one-half (1½) the straight time rate of pay from the time they are called to work until the event is over and the Employee is released regardless of the overtime pay conditions pursuant to Section 2.3. of this Agreement. All Employees, other than those identified above, shall report to work and shall not be compensated for time missed from work other than through normal leave practices. There shall be no pyramiding of overtime.

ARTICLE III
VACATIONS, HOLIDAYS AND SICK LEAVE

Section 3.1. Vacation Eligibility: Each employee covered under the terms of this Agreement is entitled to vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the Goddard Space Flight Center, Greenbelt, MD.

Section 3.2. Vacation Use: Vacations shall normally be taken during the twelve (12) month period following the anniversary date of employment. A maximum of forty (40) hours of unused vacation may be carried over to the next year but must be used during the first six months of that year.

Section 3.3. Working During Scheduled Vacation: Should the Company deem it necessary to require that the employee work during the employee's scheduled vacation period, pay in accordance with the vacation schedule may be granted to said employee at his request in lieu of actual time off in addition to the employee's regular earnings, or the employee may reschedule his or her vacation, provided it does not interfere with the Company's operations. All employees will be encouraged to use their vacation each year and the Employer will make every effort to approve requested leave consistent with operational requirements. The Employer will make every maximum effort to insure that employees do not lose non-refundable deposits in connection with their vacation.

Section 3.4. Vacation Accrual: Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer or the predecessor Employer at NASA, GSFC, Greenbelt, MD for the following period shall be entitled to vacations as shown below, based upon the employee's anniversary date and the employee's length of service.

After one (1) year's service	two (2) weeks' vacation
After five (5) year's service	three (3) weeks' vacation
After fifteen (15) year's service	four (4) weeks' vacation

After sixteen (16) years of service, add one (1) day each year up to a maximum of five (5) weeks.

Provided further that after six (6) months of employment an Employee may use one (1) week of vacation allocated from their two week allotment that would be earned after one (1) year service. This is not an additional vacation entitlement and, if taken, the one week shall be deducted from their first year of entitlement of two (2) weeks.

Provided further that in order for an employee to obtain full vacation for the succeeding year, an employee in their previous anniversary year must have worked 1500 hours. Proportional amounts of an employee's full vacation as set forth above shall be extended to an employee who works less than 1500 hours in the previous anniversary years based on the following schedule:

1350-1499 hours worked	80% of vacation
1050-1349 hours worked	60% of vacation
800-1049 hours worked	40% of vacation
500-799 hours worked	20% of vacation
Less than 500 hours worked	no vacation

For purposes of determining hours worked in a previous anniversary year, work time lost due to compensable injury shall count as hours worked.

Time for taking said vacations shall be at the discretion of the Employer. Should a recognized holiday occur during an employee's vacation, he/she shall receive an additional day of vacation with pay or an additional day's pay to be at the employee's discretion. An employee terminated for just cause shall not receive pay for any unused, accrued vacation. Except for reasons beyond his control, an employee who resigns with less than two (2) week's notice shall also not receive pay for any unused, accrued vacation.

Employees with accrued but unused vacation may at their option donate said vacation to other covered employees who have exhausted their sick leave and vacation and are unable to return to work. Such vacation leave may be donated under the described condition in increments of no less than eight (8) hours.

Section 3.5. Holidays: The following holidays shall be recognized and employees shall receive a day's pay for same:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

- a. Holiday pay is compensated at eight (8) hours of the basic hourly rate for each employee. No services are expected to be performed to receive holiday pay. Payment of such holiday pay, however, shall be made only if the employee is in an active pay status immediately before and after the holiday.

- b. If an employee works any of these holidays, and such holiday is not his/her regularly scheduled work day, he/she shall receive one and one half (1-1/2) times his/her basic hourly rate for all
- c. hours worked plus holiday pay. Such eight (8) hours worked shall accumulate towards overtime pay.
- d. If an employee works on any of these holidays and such holiday is her/his regularly scheduled work day, she/he shall receive his/her basic hourly rate plus holiday pay for all hours worked. Such eight (8) hours shall accumulate towards overtime pay.
- e. No employee shall be assigned to work less than eight (8) hours on a holiday except in an emergency situation.
- f. Should a holiday fall on a weekend, the day observed by the Federal Government shall be recognized as the holiday.
- g. Time paid for a holiday shall be considered hours worked for computing overtime.
- h. It is agreed that the above holiday list will be amended to include additional holidays that are observed and paid by the Federal Government to its employees so long as the government reimburses the Employer.

Section 3.6. Sick Leave: Each employee covered under the terms of this Agreement shall be entitled to five (5) days sick leave per year. Sick leave shall accrue at the rate of 1.54 hours per pay period. Commencing on December 1, 2006, employees with ten or more years of service shall be entitled to six (6) days of sick leave per year which shall accrue at the rate of 1.85 hours per pay period. Sick leave may be used for the employee's or family member's illness. Employees with accrued, but unused sick leave may at their option donate said leave to other covered employees who have exhausted their sick leave and are unable to return to work. Sick leave may be donated under the described condition in increments of no less than eight hours.

Section 3.7. Proof of Illness: The Employer may require an employee to provide a doctor's note after three (3) consecutive days absent, including for family members for which sick leave is being used.

Section 3.8. Utilization of Leave: Employees may request vacation or sick leave in increments of no less than one hour at a time. The employee shall give as much notice as is possible. Such leave will not be denied unless the Employer has no reasonable suitable means of performing the work of the

employee. In cases of vacation in excess of one day, two weeks notice shall be required. The Employer retains the authority to deny any vacation or sick leave request in emergency situations.

Section 3.9. Unpaid Leave: When paid leave is exhausted, an employee may request up to two (2) weeks of unpaid leave. This leave shall be granted or denied completely at the Employer's discretion. This provision is not intended to add additional unpaid leave for which the employee is eligible under the Family and Medical Leave Act.

ARTICLE IV HEALTH, WELFARE & PENSION BENEFITS

Section 4.1. Health and Welfare: The Employer agrees to make monthly contributions, as listed below, for all full-time employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A, to provide hospitalization coverage including eye, dental, and disability care.

Coverage	current	Effective 1/01/2009	Effective 1/01/2010	Effective 1/01/2011
Family	\$915.00	\$1022.00	\$1108.00	\$1202.00
Individual	\$414.00	\$462.00	\$501.00	\$543.00

In the event the contribution by the Employer is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A Health and Welfare Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost as determined by the Plan Trustees. The Employer's contribution shall not exceed the actual cost of coverage.

The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

Section 4.2. Pension Contributions: The Employer agrees to make the equivalent following contributions for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (hereinafter called the Central Pension Fund): 6.5% of gross wages effective December 1, 2008.

ARTICLE V MISCELLANEOUS

Section 5.1. No Side Agreements: The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 5.2. Military Service: Any employee covered by this Agreement who leaves his/her employment to serve in the military service of the United States of America during a war in which our country is involved shall be considered on leave of absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer has retained the Contract on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 5.3. No Reduction in Benefits: No employee shall suffer an overall reduction in wages and benefits as the result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel or reduction in force or reclassification.

Section 5.4. Changes in Law: In the event that any provision of this Agreement shall subsequently be determined to be unlawful or invalid, the remainder of this Agreement, not so determined to be unlawful or invalid, shall be unaffected thereby and shall remain in full force and effect and binding upon the parties hereto.

Section 5.5. Tools: With the exception of minor hand tools (see Exhibit "B"), the Employer agrees to furnish all tools or equipment necessary for the safe and efficient performance of the employee's duties. The employee agrees to be held accountable for assigned tools and liable for replacement of tools or equipment damaged or lost through his/her own negligence.

Section 5.6. Jury Duty: Employees actually serving on juries shall receive the difference between their straight-time basic pay and the amount received while on jury duty; not to exceed 40 hours per year. They will be expected to work their regularly posted schedule on days or half days when the jury is not in session. Proof of jury service and payment thereof is required.

Section 5.7. Funeral Leave: It is recognized by the Company and the Union that five (5) consecutive days maybe needed by an employee to attend the funeral service for a spouse, child, step-child, step-parent, or parent of an employee. In the case of a death occurring of a brother, sister, grandparent, grandchild, legal guardian, or parent-in-law, the employee may need three (3)

consecutive days. If any or all of the three (3) or five (5) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. One of the days of the leave must be the day of the funeral/ceremony. Employees shall not receive pay under this provision for scheduled days off. An employee must have a minimum of thirty- (30) day's service to be paid under this Article. Before payment, the Company may require proof of death.

Section 5.8. Uniforms: The Company agrees to furnish all employees with the equivalent of ten (10) shirts and five (5) pairs of pants to be worn while on duty at no cost to the employee. The Company agrees to replace worn uniforms as needed and provide up to \$100 toward the purchase of safety shoes every year.

Section 5.9. JAC Contributions: The Employer agrees to contribute fifty-five dollars (\$55.00) per quarter, per employee covered herein to the Apprenticeship Fund of the International Union of Operating Engineers and Participating Employers.

Section 5.10. Training/Education: The Employer will reimburse the Employee for job related education expenses in accordance with Company policy. All permanent full-time employees with at least six months of service with the Company shall be eligible for participation in the training/education tuition reimbursement program. Classes must be approved by the Employer in advance and completed by the employee with a passing grade. The Employee shall be reimbursed once a final grade and billing statement is given to the Employer. Reimbursement for graduate and undergraduate courses will not exceed \$1500.00 a semester and \$3000.00 an academic year.

Reimbursement will include payment for tuition and shall be based on the actual grade achieved by the employee: 100% reimbursement for an "A", 75% reimbursement for a "B", and 50% reimbursement for a "C". Reimbursement for courses taken without a letter grade given will be 75% as long as a certificate of completion is provided. An employee who receives reimbursement under this policy must remain as an employee for twelve (12) months subsequent to reimbursement. Should the employee leave on his or her own volition or should he or she be terminated for cause, he or she must reimburse the Company for the full tuition amount received under this program.

Section 5.11. Safety: The Employer, Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Union agrees that the Employer may discipline employees covered by this Agreement who violate safety rules and expose themselves or any individual to unsafe acts which could result in serious bodily harm or who damage Government or Company equipment or vehicles. All discharges for such

violations shall be subject to the Grievance and Arbitration Procedures set forth in Article VI of this Agreement.

ARTICLE VI GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) calendar days after the occurrence if it is a dismissal grievance, or no later than twenty (20) calendar days from the date of the occurrence for all other matters. Each grievance must be in writing and set forth the subject matter of the grievance, the contract provision(s) claimed to have been violated, and the name of the grievant.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward.

~~If this reply is unsatisfactory, the Shop Steward may appeal the decision to~~
Step 2, provided such appeal is made within seven (7) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within thirty (30) calendar days and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose a single arbitrator by mutual agreement or if this does not occur, from a list obtained from the Federal Mediation and Conciliation Service.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. Additionally, there shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

During the term of this Agreement, there shall be no strike, sympathy strike, slowdown, picketing or any interference with the Employer's operation and service by the Union or the employees, nor shall there be any lockout of the employees on the part of the Employer. In the event of a strike or the occurrence of any of the above type of conduct in violation of this section, the Union shall take all affirmative steps to advise employees that such conduct is unlawful and that the employees involved are subject to discipline up to and including termination.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

Section 6.4. Time of the Essence: Time is of the essence and it shall be expected that the time periods set forth above shall be followed; provided however, that should the Employer fail to respond on a timely basis at either Step 1 or Step 2, the grievance shall be deemed denied and proceed to the next step as set forth above up to and including arbitration.

Section 6.5. Maintenance of Discipline: All disciplinary action occurring within two (2) years of any other recorded discipline shall not be used to justify further discipline under the Collective Bargaining Agreement; provided further that the Company may retain physical copies of such disciplinary action in order to justify disciplinary action challenged outside of the Collective Bargaining Agreement.

ARTICLE VII UNION DUES CHECK-OFF

Section 7.1. Union Dues Payment: The Employer will deduct from the pay of the employees the Union dues or equivalent service fees for all employees who are covered by this Agreement. Such deduction, in an amount specified by the Union, shall be made upon receipt by the Employer of signed dues deduction authorization cards in a form agreed to by the Employer and the

Union. Dues or service fees will be deducted from the paychecks of Union members on each pay period and will be forwarded to the Union on a monthly basis following receipt of an authenticated invoice. The Employer must receive written notice to discontinue withholding of Union dues.

ARTICLE VIII MANAGEMENT RIGHTS CLAUSE

Section 8.1. Retention of Management Prerogatives: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Employer to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Employer. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing; to drop or add a service line; to sell, merge, reorganize, consolidate, or lease the business, or any part thereof; to establish, revise or continue policies, practices, or procedures for the conduct of the business; and from time to time, to change or abolish such policies, practice or procedures; the right to determine, and from time to time, re-determine the number, location, relocation and types of its operations, and the methods, processes and material to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Employer and to subcontract work not presently being performed by bargaining unit employees, and to determine the numbers of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to require physical examination and substance abuse screening of employees in accordance with the Employer's Substance Abuse Policy; to determine the existence of the lack of work; to make and enforce reasonable rules for maintenance of discipline or efficiency; to suspend, discharge or otherwise discipline employees for just cause; and to take such measures as Management of the Employer may determine to be necessary for the orderly, efficient and profitable operation of the business.

With respect to discipline, the Employer shall give progressive disciplinary penalties except in such cases where discharge is warranted without the employee previously receiving prior discipline. The Employer's Rules and Regulations shall list those situations where the Employer may discharge an employee without first extending a lesser penalty. Provided further that the first ninety (90) days of employment shall be a probationary period during which an employee may be disciplined, including discharged, with or without just cause. During such probationary period, the grievance-arbitration procedure may not be invoked.

ARTICLE IX LAYOFF AND RECALL

Section 9.1. Classifications: Each separate wage classification as identified in Exhibit "A" shall constitute a separate seniority roster for layoff and recall. Consistent with the Management Rights Clause, the Employer shall determine whether layoffs should occur and, following layoff, whether a recall should occur.

Section 9.2. Seniority: Employees shall be laid off by wage classification as determined by the Employer. The Employer may layoff by taking into primary consideration the work ability and performance of each of the employees in the affected classification. The Employer's determination of work ability and performance shall not be subject to reversal unless proved to be without any credible basis. The Employer and the Union recognize this process is subject to the Grievance and Arbitration provisions. In the event that the Employer concludes that the work performance and ability of two or more employees for layoff selection is relatively equal, seniority shall be the determining factor. Recall shall be in the reverse order of layoff. Employees laid off shall advise the Employer of any change of address or forfeit their right to recall. Employees shall maintain recall rights for eighteen months. Employees recalled shall retain their full seniority up to the time that employee was laid off. Employees of the current Employer who are transferred to this worksite shall retain their seniority for the sole purpose of vacation accrual.

Section 9.3. Lower Classifications: Employees subject to layoff may bump to a lower classification provided that they had been employed in that classification and are more senior than the employee then subject to being bumped.

Section 9.4. Promotions: When a vacancy, new position, or promotion occurs within the classifications in Exhibit "A" of this Agreement, the Employer shall make every reasonable effort to post a notice of vacancy in a conspicuous space of each shop for a period of not less than ten (10) calendar days. Employees who are not present during this time period (vacation, illness, etc.) may bid on the posted vacancy through their Shop Steward. Notwithstanding the above, in the event that the Employer is required by the government to fill this position prior to the end of the ten day period, the Employer may fill the position. Employee(s) who bid on the posting shall be notified as to their standing not less than forty (40) calendar days from the first day of posting.

All promotions shall be based on an employee's abilities and work performance. In the event the Employer concludes that the work performance

and ability of two or more employees are relatively equal, then seniority shall be the determining factor in the selection for promotion. The Employer may select outside candidates over qualified employees when the Employer determines that the outside candidate's qualifications are clearly superior. All decisions regarding promotion, including a decision to hire from outside rather than promote, shall not be subject to reversal unless deemed to be wholly without any credible basis. All selections to supervision and/or management are completely outside this Article and this Agreement and are completely within the Employer's discretion.

Section 9.5. Termination of Seniority: Any employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause; quit, retirement, or resignation;
- b) Failure to give notice of intent to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- c) Time lapse of eighteen (18) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Employer; however, all covered employees who have successfully completed their probationary period shall have no less than six (6) months of eligible recall from layoff;
- d) ~~Failure to return to work upon expiration of a leave of absence;~~
- e) Absence in excess of eighteen (18) months due to physical disability provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from period of Disability, the employee must present appropriate documentation verifying his/her availability date and medical release.

ARTICLE X ZIPPER CLAUSE

This Agreement sets forth all terms of compensation and benefits to which Union members are entitled during their employment while this Agreement is in effect. The Employer is not obligated to bargain over any further terms of

employment during the term of this Agreement. Employees understand that they must conform to Employer policies and procedures as they exist except as otherwise provided for in this Agreement.

**ARTICLE XI
TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the 1st day of December 2008 to and including the 30th day of November 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below:

For: CTSI

For: International Union of Operating Engineers

By: 

CTSI

By: 

Business Manager

Approved: 12-9-2008

For: EMCOR Government Services, Inc.

By: 

EMCOR

Vice President of Human Resources

Thomas W. Sanderson

By: 

President

By: 

Secretary

EXHIBIT "A"

WAGES AND CLASSIFICATIONS

The wages of the employees shall not be less than the following amounts per hour:

CLASSIFICATION	As of 12/1/2008	Effective 12/1/2009	Effective 12/1/2010
Stationary Engineer	27.79	29.04	30.35
HVAC Controls Technician	27.79	29.04	30.35
Fire Protection System Mechanic	27.79	29.04	30.35
Maintenance Electrician	28.43	29.71	31.05
Maintenance Machinist	29.65	30.98	32.37
Machinery Mechanic	27.79	29.04	30.35
Maintenance Insulator	27.79	29.04	30.35
Sheet Metal Mechanic	27.79	29.04	30.35
Refrigeration Mechanic	27.79	29.04	30.35
HVAC PM Mechanic	27.79	29.04	30.35
Maintenance Carpenter	25.84	27.00	28.22
Maintenance Pipefitter	27.79	29.04	30.35
Maintenance Plumber	26.46	27.65	28.89
Maintenance Painter	25.84	27.00	28.22
Service Order Dispatcher	21.96	22.95	23.98
Maintenance Trades Helper	19.58	20.46	21.38
Engineering Technician	31.66	33.08	34.57
HVAC PM Mechanic II	21.54	22.51	23.52
Fire Extinguisher Inspector	21.89	22.88	23.91
Underground Utility Mechanic	28.57	29.86	30.20
MD First Class Engineer (Building 24 & 31)	30.85	32.24	33.69
High Voltage Electrician	33.26	34.76	36.32

Lead Mechanics shall be paid an additional 10% above the journeyman scale.

Fire Protection System Mechanics who are NICET certified shall be paid the current rate for the classification of Maintenance Electrician.

The wages of the Apprentice shall be based on the appropriate wage classification and shall be as follows:

50% for the first six months of apprenticeship
55% for the second six months of apprenticeship
60% for the third six months of apprenticeship
65% for the fourth six months of apprenticeship
70% for the fifth six months of apprenticeship
75% for the sixth six months of apprenticeship
80% for the seventh six months of apprenticeship
85% for the eighth six months of apprenticeship

The apprenticeship shall be for a period of not more than four (4) years.

**EXHIBIT B
REQUIRED TOOLS LIST**

The following tools are the minimum required to be furnished by each employee regardless of employee classification. Additional tools may be furnished by the employee at the employee's discretion. The employer will provide no hand tools, which are considered "tools of the trade." Employees shall mark their tools with a unique identification marking.

Flat Blade Screwdriver:

1 - 1/4" x 1" blade (stubby)	1 - 3/16" x 3" blade	1 - 1/4" x 1" blade
1 - 5/16" x 6" blade	1 - 3/8" x 8" blade	

Phillips (cross-tip) Screwdriver:

1 - 1" blade (stubby)	1 - 4" blade	1 - 6" blade
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Wrenches:

5/16" through 15/16" open, box or combination wrench set
5/64" through 3/8" allen head wrench set
1 - 6" adjustable wrench 1 - 10" adjustable wrench
5/16" through 15/16" socket wrench set, 3/8" or 1/2" drive

Pliers:

1 - slip joint pliers	1 - needle nose pliers	1 - channel lock pliers
1 - side-cutting pliers	1 - vise grip pliers	

Miscellaneous:

1 - pair work gloves	1 - tool bag/box	1 - ballpeen hammer
1 - utility/razor knife	1 - putty knife	1 - tape measurer
1 - hacksaw	1 - flashlight	1 - center punch
1 - pin punch	1 - cold chisel	1 - 8" flat file
1 - 8" round file	1 - pry bar	
1 - 3/16" through 1/2" nut		

In addition to the minimum tools above, the following job classifications must furnish the tools listed below:

Carpenter:

Claw hammer
Wood chisels
Square
Level
Hand saw

Plumber:

Pipe wrenches up to 18"
Universal chain wrench
Basin wrench
Tubing cutter
Flaring tool
Closet auger

Pipefitter:

Pipe wrenches up to 18"
Universal chain wrench
Torpedo level



Electrician:

Lineman's pliers
Wire strippers
Torpedo level
Fuse puller

HVAC Mechanic:

Refrigeration wrenches
Tubing cutter
Flaring tool
Refrigerant leak detector

**LIST OF ARTICLE 9.3 EMPLOYEES QUALIFIED
IN MORE THAN ONE CLASSIFICATION ENABLING THEM
TO BUMP DOWN TO A CLASSIFICATION LISTED BELOW**

1.	Tony Baker	Refrigeration Shop	Lead
2.	Andy Simpson	Plumber	Sprinkler Fitter
3.	Kent Louis	Plumber	Sprinkler Fitter
4.	Steve Bittner	Engineer	Lead
5.	Tommy Morland	P.M. Shop	Machine Shop
6.	Ray Stack	P.M. Shop	Machine Shop
7.	Martin Steele	P.M. Shop	Plumbing
8.	LaRue Phillips	P.M. Shop	Sheet Metal
9.	Sebastian Bendama	P.M. Shop	Electrician
10.	Glenn Minnich	Console Engineer & HV Electrician	Mission Support
11.	Ed Weaver	Plumber	Lead
12.	Matt Murphy	Pneumatic Shop	Refrigeration Shop
13.	Jose Lazo	Pneumatic Shop	P.M. Shop
14.	Frank Barile	A. V. Electrician	Mission Support
15.	Elvis Ensor	Outside Utilities	Plumber
16.	Mark Maks	Electrician Lead	Electrician
17.	Raymond Obana	Engineer	Pneumatic Shop
18.	Yash Kathrotiya	Engineer	Pneumatic Shop